

# The Youngstown Steel Door Company

2000 Bond Court/1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 241-3170

BERNARD H. SCHEIDLER  
VICE PRESIDENT, FINANCE

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

Secretary of Interstate  
Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 9601 Filed & Recorded

JUL 26 1978 12 45 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE  
COMMERCE COMMISSION  
26,320N  
REC'D

JUL 24 1978

MAIL ROOM

Dear Sir:

Enclosed please find an original and two certified copies of Chattel Mortgage by STI of Louisiana, Inc., in favor of Youngstown Steel Door Company, covering seventy-five railroad boxcar door sets and related materials. In accordance with 49 CFR S1116.4, the following information is provided:

Debtor:

STI of Louisiana, Inc.  
Suite 260  
Union Station Bldg.  
Kansas City, Missouri 64108

Secured Party:

The Youngstown Steel Door Company  
2000 Bond Court  
1300 East Ninth Street  
Cleveland, Ohio 44114

General Description of Property:

1. Seventy-five car sets of steel gear operated plug doors with 6-point locking arrangement. Each car set consists of two assembled doors measuring approximately 14'14" wide by 8'11" high, plus certain parts related thereto. Doors are etch stenciled on lower right-hand door edge with Youngstown Steel Door Assembly No. 58752.
2. Seventy-five car sets of car door framing material.

Secretary of Interstate  
Commerce Commission

-2-

Please file the enclosed Chattel Mortgage and return the original Chattel Mortgage to the undersigned, c/o Harvey D. Wagar, III, Attorney-at-Law, 1300 Hibernia Bank Building, New Orleans, Louisiana 70112.

Very truly yours,

THE YOUNGSTOWN STEEL DOOR COMPANY



B. H. Scheidler  
Vice President Finance

BHS'A  
Encl.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**8/22/78**

**OFFICE OF THE SECRETARY**

**B.H. Sheidler**  
**The Youngstown Steel Door Company**  
**2000 Bond Court/1300 East Ninth Street**  
**Cleveland , Ohio 44114**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **7/26/78** at **12:45pm** ,  
and assigned recordation number(s) **9601**

Sincerely yours,

H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

CHATTEL MORTGAGE RECORDATION NO. 9601 Filed & Recorded  
BY JUL 26 1978 12 45 PM  
STI OF LOUISIANA, INC. INTERSTATE COMMERCE COMMISSION  
IN FAVOR OF  
THE YOUNGSTOWN STEEL DOOR COMPANY

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF CONCORDIA  
CITY OF FERRIDAY

KNOW ALL MEN BY THESE PRESENTS, that this Chattel Mortgage is made and executed this 21st day of June , 1978, by:

STI OF LOUISIANA, INC., a Louisiana corporation, having its principal place of business in Ferriday, Louisiana, appearing herein through F. J. Garner, its Vice President , duly authorized hereunto under and by virtue of a Resolution of the Board of Directors of said corporation, a copy of which is annexed hereto and made a part hereof,

hereinafter referred to as "Mortgagor", whether one or more, who declares and acknowledges that said Mortgagor is justly and truly indebted unto

THE YOUNGSTOWN STEEL DOOR COMPANY, an Ohio corporation, having its principal place of business in Cleveland, Ohio,

hereinafter referred to as "Mortgagee", in the full sum of THREE HUNDRED EIGHTY THOUSAND AND NO/100 (\$380,000.00) DOLLARS, in representation of which said indebtedness the Mortgagor has made and subscribed:

A CERTAIN PROMISSORY NOTE in the principal sum of THREE HUNDRED EIGHTY THOUSAND AND NO/100 (\$380,000.00) DOLLARS, dated June 21, 1978 , payable to the order of Mortgagee on or before October 15, 1978, without interest.

The aforesaid note or notes are hereinafter referred to as the "Note", whether one or more. The said Note, after being paraphed "Ne Varietur" for identification herewith by the Notary Public before whom this Chattel Mortgage is acknowledged, was delivered to the Mortgagee.

In case the Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in case legal proceedings are instituted for the recovery thereof, or any part thereof or interest thereon, or in case the same is placed in the hands of an attorney at law to protect the rights of the holder or holders thereof, thereunder or hereunder, or to enforce any of the agreements contained in this act, the Mortgagor herein and hereby agrees to pay the fees of the attorney at law who may be employed for such purposes, which fees are hereby fixed at ~~twenty-five~~ <sup>five</sup> per cent (5%) of the amount of principal then remaining unpaid on said Note.

Now, in order to secure the full, due and punctual payment of the Note at maturity, or when otherwise due, as well as all attorney fees, insurance premiums, taxes, municipal charges, assessments, forced contributions, local assessments, costs and expenses, all according to the terms and tenor hereof, the Mortgagor does by these presents, specially mortgage, affect and hypothecate unto and in favor of the Mortgagee, and to inure to the use and benefit of each and every future holder or holders of said Note, the following described personal property, which the Mortgagor declared unto me, Notary, is now owned by it free from any lien or privilege or encumbrance whatsoever, to-wit:

1. SEVENTY-FIVE (75) CARSETS OF STEEL GEAR OPERATED PLUG DOORS WITH SIX-POINT LOCKING ARRANGEMENT. EACH CARSET CONSISTS OF TWO (2) ASSEMBLED DOORS MEASURING APPROXIMATELY 14'14" WIDE BY 8'11" HIGH, PLUS THE FOLLOWING PARTS (QUANTITIES ARE PER CARSET):

- 4 -1/4" THICK FORMED STEEL TOP RETAINERS TOTALING 61'4" LONG
- 4 -5/8"x3" STEEL BAR DOOR TRACKS TOTALING 56' LONG
- 50 -1/4" THICK FORMED STEEL TRACK BRACKETS
- 8 -DOOR STOP ASSEMBLES
- 10 -TOP RETAINER STEEL REINFORCEMENTS
- 10 -LOCK SILL AND POST BRACKETS
- 4 -HANGER ROLLER ASSEMBLES
- 8 -GASKET RETAINERS
- 2 -RUBBER GASKETS
- 4 -HANGER STOP ASSEMBLES

DOORS ARE EACH STENCILLED ON LOWER RIGHT-HAND DOOR EDGE WITH YOUNGSTOWN STEEL DOOR ASSEMBLY NUMBER 58752.

2. SEVENTY-FIVE (75) CARSETS OF CAR DOOR FRAMING MATERIAL, EACH CARSET CONSISTING OF:

- 4 -1/4" THICK FORMED STEEL DOOR POSTS, EACH 124" LONG
- 4 -3/8" THICK STEEL DOOR POST GUSSETS, EACH 28" LONG
- 2 -1/4" THICK FORMED STEEL THRESHOLD PLATES, EACH 175" LONG
- 2 -1/4" THICK FORMED STEEL DOOR HEADERS, EACH 175" LONG
- 2 -5/16" THICK STEEL SIDE PLATE REINFORCEMENTS, EACH 221" LONG
- 8 -1/4" THICK STEEL CONNECTION ANGLES, EACH 12" LONG

All of the foregoing property, covered by and subject to this mortgage, is referred to herein collectively as the "Property".

The Property will be installed by Mortgagee in seventy-five (75) 50 foot, 70 ton, rebuilt Insulated Boxcars, 66 cars presently in series WP 60101-60290 and 9 cars in series WP 60291-60300, and said cars when rebuilt will be numbered WP 64501-64575. Mortgagor hereby acknowledges and agrees that the installation of the Property in the above-described 75 boxcars shall not in any way serve to cancel or negate or in any manner prejudice the continuing validity of this Chattel Mortgage of the Property.

After recordation of this Chattel Mortgage, the Property will be located at Highway 15, Ferriday, Louisiana.

The Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of the Mortgagee until the full and final payment of all indebtedness secured hereby, and the Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Property to the prejudice of this act.

The Mortgagor does hereby confess judgment in favor of Mortgagee for the full amount of the Note, in principal and interest, together with all attorney fees, and any and all sums that Mortgagee may advance during the life of this mortgage for the payment of premiums of insurance, taxes, assessments, forced contributions, local assessments and governmental charges of every description, municipal charges, costs and expenses, or for the protection and preservation of its mortgage, as authorized in this act.

The Mortgagor does specially covenant and agree to the faithful performance of the following stipulations in favor of Mortgagee, to-wit:

(1) To pay promptly at maturity all payments due on the Note, the said payments to be made without any deduction for taxes, or governmental charges upon said Note, or upon the debt or interest evidenced thereby, or any part thereof, or upon this mortgage, which the Mortgagor may be required or permitted to deduct, retain or pay therefrom or thereon, under or by reason of any present or future law of the United States or of any state, or of any parish, municipality or taxing authority thereof, except insofar as prohibited by law.

(2) To keep the Property and each and every part thereof constantly insured against loss by fire, theft and other hazards, casualties and contingencies, the aforesaid insurance to be in amounts deemed adequate by Mortgagee to fully cover the value of the Property, the aforesaid insurance, insofar as it covers the Property, to be for the benefit of Mortgagee, in forms acceptable to Mortgagee and to be issued by companies acceptable to the Mortgagee. Mortgagor is further bound to keep all policies or contracts evidencing such insurance constantly in full force and effect and shall provide Mortgagee with satisfactory evidence periodically as may be required by Mortgagee that such insurance is in full force and effect.

In the event the Mortgagor should, for any reason whatsoever, fail to keep the Property, or any part thereof, so insured, or fail to deliver to Mortgagee, as aforesaid, evidence that said insurance is in full force and effect, then Mortgagee, if it so elects, may itself have such insurance effected in such amounts and in such companies as it may deem proper and may pay the premiums therefor. Any premiums so paid, together with interest thereon, as provided herein, up to a total sum not to exceed ten per cent (10%) of the original principal amount of the Note, shall be secured by this mortgage and, Mortgagor covenants and agrees that, within ten days (10) after payment and demand therefor by Mortgagee, the said Mortgagor shall repay the amount so paid by Mortgagee as premiums, together with eight per cent (8%) per annum interest thereon from date of said payment until said amount is repaid.

Should the Mortgagee, by reason of any such insurance, receive any sum or sums of money for any damage to or loss of the Property, or any part thereof, then, at the option of Mortgagee, and in such manner as Mortgagee may determine, such amount may be (a) retained and applied by Mortgagee toward the payment of the debt hereby secured, applying the same first to the payment of accrued interest, if any, and then to the payment of the principal, and then pro rata to any other amounts due by Mortgagor to Mortgagee and secured hereby or (b) paid over, either wholly or in part, and under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the Property or for any other purpose or object satisfactory to the Mortgagee, all without prejudice, however, to, and without affecting the lien of this mortgage on the Property or on the proceeds of such insurance, for the full amount secured hereby, as same existed before such damage or before any such payment took place.

Mortgagee shall not be responsible for the solvency of any company issuing any insurance policy, whether or not selected or approved by it, or for the collection of any amount due under any such policy, and shall be responsible and accountable only for such money as may be actually received by it. Nothing herein contained shall be construed as making the payment of insurance premiums obligatory upon the Mortgagee or as making the Mortgagee liable in any way for any loss, damage or injury resulting from the non-insurance of the Property.

(3) To pay and discharge, promptly when due, all taxes, assessments, municipal charges, forced contributions, local assessments and governmental charges of every

description (all such taxes, assessments, municipal charges, forced contributions, local assessments and governmental charges of every description, and each of them and all of them, being referred to herein as "Taxes"), which shall from time to time be imposed, assessed or levied upon the Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be maintained and preserved, and to furnish to Mortgagee evidence of the payment of such Taxes.

In the event Mortgagor should for any reason, fail to pay and discharge promptly any such Taxes, when due, then Mortgagee shall be authorized to pay the same, with full subrogation to all rights of taxing authorities by reason of such payment. The amounts so paid, together with interest thereon, as provided herein, up to a total sum not to exceed twenty-five per cent (25%) of the original principal amount of the Note, shall be secured by this mortgage and Mortgagor covenants and agrees that, within ten days after payment and demand therefor by Mortgagee, Mortgagor will repay the amounts so paid by Mortgagee in payment of such Taxes, together with eight per cent (8%) per annum interest thereon from date of such payment until said amount is repaid. Nothing herein contained shall be construed, however, as making the payment of such Taxes obligatory upon the Mortgagee or as making Mortgagee liable for any loss, damage or injury resulting from the non-payment of said Taxes.

(4) To keep valid and unimpaired the lien hereby created, or intended to be created, and, to that end, to execute, at any future time and as often as may be deemed necessary, on demand of Mortgagee, all such further instruments, assignments and acts of mortgage in due form and effect as may be deemed proper by Mortgagee to the better implementation of the true intent and meaning of these presents, and especially, at Mortgagor's own cost, to do all other things that may be required by Mortgagee to make and keep valid the lien on the Property, and to maintain the priority of the lien hereof on the Property.

(5) Until such time as Mortgagee has received payment of the indebtedness secured hereby, i.e., the purchase price of the Property, to maintain, preserve and keep at all times during the existence of this mortgage that portion of the Property for which Mortgagee has not received payment of the purchase price as aforesaid, in thorough repair and good working order and condition,



and from time to time to make all needful repairs, renewals, additions, betterments and improvements thereon and thereto so that the security of this mortgage shall at no time become impaired; provided, however, that the Mortgagor shall make no repairs, additions, or alterations to the Property, or any part thereof, or allow any work to be done thereon, whereby any lien or privilege could result against the Property, or any part thereof, without previously obtaining the written consent of the Mortgagee.

(6) To observe and abide by all lawful rules and regulations of legally constituted authorities from time to time in force and effect relating to the construction, maintenance and use of the Property or any part thereof.

(7) If required by Mortgagee, to pay to Mortgagee, together with, at the same time as and in addition to the payments due on the Note, a pro-rata portion of the Taxes, next to become due on the Property, and of the insurance premiums next to become due in connection with those insurance policies covering the Property, as provided for herein, all as estimated by Mortgagee so that Mortgagee will have sufficient funds on hand to pay such Taxes, and insurance premiums not less than thirty days before the due date thereof. In the event that the sums so paid by Mortgagor to Mortgagee shall not be sufficient to pay in full such Taxes, and/or shall, within ten days after demand by Mortgagee, pay to Mortgagee any such deficiency. All such sums shall be held by Mortgagee without interest and not in trust, and as further security for all indebtedness of Mortgagor to Mortgagee secured by this mortgage. Mortgagee may apply all or any portion of the sums so paid at such times and in such order as Mortgagee, in its uncontrolled discretion shall determine, to the payment of such Taxes and/or insurance premiums. Nothing herein contained shall be construed as making the Payment of any such Taxes, and/or insurance premiums obligatory upon Mortgagee, although Mortgagee may pay same, or as making Mortgagee liable in any way for any loss, damage or injury, resulting from the non-payment of any such Taxes, and/or insurance premiums, except that upon the written instructions of Mortgagor, and provided that Mortgagor be not then in default under the terms of this mortgage, Mortgagee shall pay amounts then due for such Taxes and/or insurance premiums to the extent of the amounts then held by Mortgagee pursuant to the provisions of this paragraph.

(8) To permit Mortgagee or Mortgagee's agent to have, at all reasonable times, without notice, access to and the right to inspect the Property, whether or not Mortgagor is in default under the terms of this mortgage.

(9) To refrain from removing the Property, or any part thereof, from its present location without the written consent of Mortgagee.

Mortgagor covenants, agrees and stipulates that if any one or more of the following events (hereinafter called events of default) shall happen, that is to say:

(1) If default be made in the payment of the principal and/or interest on the Note promptly at maturity whether such maturity results from lapse of time or from any default in the performance of any of the conditions or covenants herein contained;

(2) If default be made in the repayment, together with interest, of any amount or amounts Mortgagee may pay hereunder as insurance premiums or Taxes, as herein provided;

(3) If the Mortgagor should, without previously obtaining written consent of the Mortgagee, allow any work to be done whereby any lien or privilege could result against the Property, or any part or parcel thereof;

(4) If default be made in the due observance or performance of any other covenant, stipulation or condition herein required to be kept by the Mortgagor and any such default shall continue for a period of twenty days after written notice thereof to the Mortgagor from the Mortgagee specifying such default and requiring the same to be remedied;

(5) If default be made in the due observance or performance of any covenant, stipulation or condition required to be kept by the Mortgagor or by Concordia Bank and Trust Company under and pursuant to that certain Agreement by and among Mortgagor, Mortgagee and Concordia Bank and Trust Company, dated even date herewith, a copy of which is annexed hereto and made a part hereof as Exhibit "A".

(6) If the Mortgagor should (i) apply for or consent to the appointment of a receiver, trustee or liquidator of Mortgagor or of all or a substantial part of Mortgagor's assets; (ii) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing Mortgagor's inability to pay Mortgagor's debts as they become due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law; or (v) file an answer admitting the material allegations of, or consenting to, or default in answering a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceeding;

(7) If, in any legal action instituted in a court of competent jurisdiction by someone other than Mortgagor, an order, judgment or decree shall be entered approving a petition seeking reorganization of the Mortgagor, or appointing a receiver, trustee or liquidator of Mortgagor, or of all or substantially all of Mortgagor's assets, and such order, judgment or decree shall continue unstayed for a period of sixty days;

(8) If the Property, or any part or parcel thereof, be seized in the execution of a writ of executory process, attachment, fieri facias or any other legal process, or an order for the sale of the Property, or any part or parcel thereof, be issued in any judicial proceeding, and such writ of executory process, attachment, fieri facias or any other legal process or order for the sale of the Property, or any part or parcel thereof, so issued in any judicial proceeding be not released, revoked, stayed or set aside within ten days from issuance thereof;

(9) If the Mortgagor should ever be required or permitted by reason of any present or future law of the United States, or of any state, parish, municipality or other taxing authority, to deduct from the payments to be made upon

- (a) the Note secured hereby;
- (b) the debt or any part thereof, evidenced by said Note; and/or
- (c) any indebtedness due by Mortgagor to Mortgagee under and pursuant to the terms and provisions of this mortgage;

any amounts whatsoever as Taxes;

(10) If any tax or assessment is assessed against the interest of the Mortgagee in the Note, or against the interest of the Mortgagee in this mortgage or in the Property, or any part or parcel thereof, or if there is passed after the date of this mortgage any statute or ordinance deducting from the value of the Property, or any part thereof, for the purposes of taxation, any lien on the Property, or changing in any way the laws now in force for the taxation of mortgages or of debts secured by mortgages, or the manner of the collection of any such taxes, so as to affect adversely the rights of Mortgagee hereunder or under the terms and provisions of the Note

then, and in each and every such case, the whole indebtedness hereby secured may, at the option of the Mortgagee, be declared to be due and payable immediately, anything in this mortgage or in said Note to the contrary notwithstanding, and Mortgagor does by these presents consent, agree and stipulate that in the

event of any such default it shall be lawful for Mortgagee, and Mortgagor does hereby authorize Mortgagee, to cause all and singular the hereinabove described Property to be seized and sold under executory process without appraisement, appraisement being hereby expressly waived as an entirety or in parcels as Mortgagee may determine, to the highest bidder for cash.

Mortgagor hereby expressly waives: (a) the benefit of appraisement as provided in Articles 2332, 2336, 2723 and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (b) the demand and three (3) days delay accorded by Articles 2639 and 2721, Louisiana Code of Civil Procedure; (c) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure; (d) the three (3) days delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure; and (e) the benefit of the other provisions of Articles 2331, 2722 and 2723, Louisiana Code of Civil Procedure, not specifically mentioned above; and Mortgagor expressly agrees to the immediate seizure of the Property, or any part or parcel thereof, in the event of suit hereon.

It is expressly agreed that any and all stipulations, agreements and covenants by the Mortgagor in favor of the Mortgagee herein contained, and all rights, powers and privileges herein conferred on Mortgagee by any of the provisions hereof, shall inure to and be for the benefit of and may be exercised by Mortgagee, Mortgagee's heirs, administrators, executors, successors and assigns, and by any future holder or holders of the aforesaid Note, and the word "Mortgagee", unless the context otherwise requires, shall also mean and include the heirs, administrators, executors, successor or successors and the assign or assigns of said Mortgagee, as well as any future holder or holders of the Note secured hereby. All covenants and agreements herein contained to be observed or performed by Mortgagor shall be binding upon Mortgagor and upon Mortgagor's heirs, administrators, executors, successors and assigns, as well as upon any person, firm or corporation hereafter acquiring title to the mortgaged property, or any part thereof, by, through, or under Mortgagor, and the word "Mortgagor", unless the context otherwise requires, shall also mean and include the heirs, administrators, executors, successors and assigns of said Mortgagor, and any other person, firm or corporation acquiring title to any of the mortgaged property, by, through or under said Mortgagor.

The failure of Mortgagee to exercise any option to declare matured the debt secured hereby, or any other sums secured hereby, under or by virtue of any of the foregoing covenants or stipulations, or the failure of Mortgagee to procure insurance or pay Taxes as hereinabove provided, shall not be taken or deemed a waiver of any right on the part of Mortgagee to exercise such option or declare such Note matured as to any such past or any subsequent violation of any of the said covenants or stipulations herein contained.

Pursuant to Louisiana Revised Statutes §9:5136, Mortgagor hereby designates Mortgagee, or any employee, agent or other person named by Mortgagee at the time any seizure of the Property is effected by Mortgagee, to serve as a keeper of the Property and pending the judicial sale thereof.

It is further stipulated and agreed that the Note hereby secured and that this mortgage and all matters relating or pertaining thereto shall be governed and construed by and

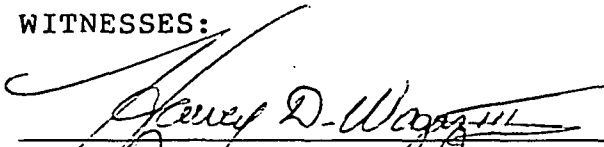
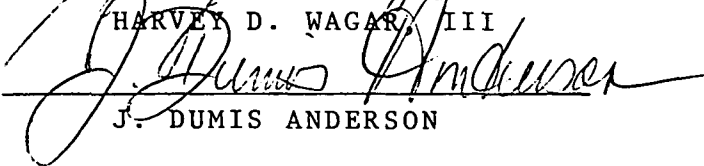
under the laws of the State of Louisiana without regard to where this mortgage may have been executed or delivered, or payment of the loaned funds made advanced.

Mortgagor does herein and hereby waive, in favor of Mortgagee and in favor of any future holders of the Note secured hereby, any and all homestead exemptions and other exemptions to which Mortgagor is or may be entitled under the Constitution and laws of the State of Louisiana, insofar as the Property is concerned.


WITNESS the signature of Mortgagor in the Parish of Concordia, State of Louisiana, on the day, month and year aforesaid, before the undersigned competent witnesses.

WITNESSES:

STI OF LOUISIANA, INC.

  
\_\_\_\_\_  
HARVEY D. WAGAR, III  
  
\_\_\_\_\_  
J. DUMIS ANDERSON

BY:

  
\_\_\_\_\_  
E. J. GARNER, VICE-PRESIDENT

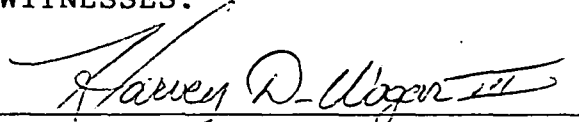
STATE OF LOUISIANA

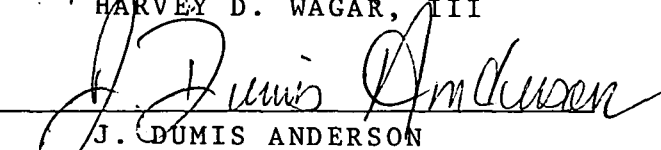
PARISH OF CONCORDIA


BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, personally came and appeared F. J. Garner, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses, that he is the Vice-President of STI OF LOUISIANA, INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said Corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

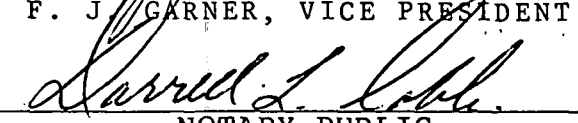
IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 21 day of June, 1978.

WITNESSES:

  
HARVEY D. WAGAR, III

  
J. DUMIS ANDERSON

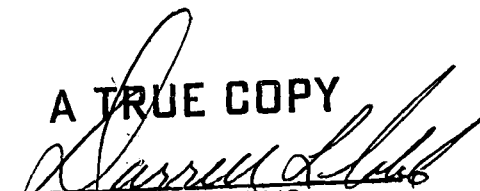
  
F. J. GARNER, VICE PRESIDENT

  
NOTARY PUBLIC

My commission expires:



A TRUE COPY

  
NOTARY PUBLIC

CORPORATE RESOLUTION CERTIFICATE

I, Margie D. Weston, Secretary, do hereby certify that I am the Secretary of STI of Louisiana, Inc., a corporation organized and existing under the laws of the State of Louisiana, and that the following is a true and correct copy of resolutions unanimously adopted at a meeting of the Board of Directors, duly convened, and held in accordance with law, on the 19th day of June , 1978, and at which meeting a quorum of the said Board of STI of Louisiana, Inc. was present and voted, to-wit:

"BE IT RESOLVED, that F. J. Garner, the Vice President of this corporation, be and he is hereby authorized to purchase on credit on behalf of this corporation certain railroad car equipment from The Youngstown Steel Door Company, for the price and sum of not more than \$400,000.00, and, in connection therewith, to execute any and all necessary documents relative to such purchase, including, but not limited to, such chattel mortgage note or notes, chattel mortgage or mortgages or other security devices, or hypothecations on the equipment so purchased from The Youngstown Steel Door Company by this corporation, all on such terms and conditions as the said F. J. Garner may deem necessary and appropriate.

BE IT FURTHER RESOLVED, that the aforesaid chattel mortgage or mortgages may contain all usual and customary security clauses contained in chattel mortgages executed in the State of Louisiana, including, but not by way of limitation, the pact de non alienando, confession of judgment, authority for executory process and such other terms and provisions not inconsistent with these resolutions as shall be, in the opinion of the said F. J. Garner, satisfactory and appropriate, and his signature on said act of chattel mortgage or mortgages and on the note or notes secured thereby, shall be and constitute conclusive evidence of his approval thereof.

BE IT FURTHER RESOLVED THAT F. J. Garner be and he is hereby authorized and empowered to sign, execute, acknowledge and deliver any and all notes, agreements, certificates, assignments, representations, warranties, and all other documents necessary, proper or appropriate in his opinion, to carry out, complete and to effectuate fully these resolutions, the said STI of Louisiana, Inc. hereby ratifying and confirming each and every act done by him under and pursuant to these resolutions."

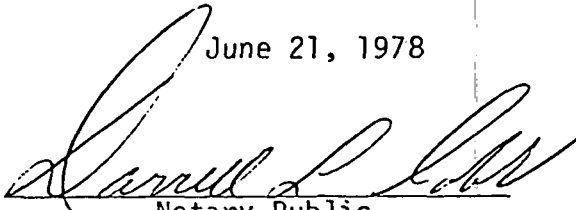
IN WITNESS WHEREOF, I have hereunto affixed my signature  
as Secretary of STI of Louisiana, Inc., on this 21st day of

June , 1978.

  
Margie D. Weston, Secretary

I, Darrell L. Cobb, Notary Public, do hereby certify  
that an executed copy of this resolution is annexed  
to a certain Chattel Mortgage by STI of Louisiana, Inc.,  
in favor of The Youngstown Steel Door Company, dated  
this date, duly acknowledged before me.

June 21, 1978

  
Notary Public



# EXHIBIT "A"

## AGREEMENT

This Agreement is made and entered into this 21<sup>st</sup> day of June, 1978, by and among THE YOUNGSTOWN STEEL DOOR COMPANY (hereinafter "Youngstown"), STI OF LOUISIANA, INC. (hereinafter "STI"), and CONCORDIA BANK & TRUST COMPANY (hereinafter "Concordia Bank").

### W I T N E S S E T H:

WHEREAS, STI and The Western Pacific Railroad Company (hereinafter "Railroad"), have entered into an agreement, dated May 1, 1978, for the reconstruction by STI and sale by STI to Railroad of seventy-five (75) certain railroad boxcars for a price and on the terms and conditions set forth in said agreement; and

WHEREAS, Youngstown has contracted to sell to STI seventy-five (75) car sets of railroad car doors and related materials for the full price and sum of Three Hundred Eighty Thousand (\$380,000.00) Dollars (or approximately \$5100.00 per set), and for the full amount thereof STI has agreed to issue a certain promissory note, dated this date, payable to the order of Youngstown on or before October 15, 1978, secured by a Chattel Mortgage covering the aforesaid car sets of doors and related materials, which said Chattel Mortgage is to be recorded both in the Chattel Mortgage Records of the Parish of Concordia, State of Louisiana, and with the Interstate Commerce Commission in accordance with Section 20 c of the Interstate Commerce Act; and

WHEREAS, pursuant to the aforesaid agreement between STI and Railroad, the aforesaid railroad boxcars will be delivered by STI to Railroad, in three lots of approximately twenty-five (25) boxcars per lot, the first said lot of boxcars to be delivered on or about July 31, 1978, the second on or about August 15, 1978, and the third on or about September 31, 1978; and

WHEREAS, the procedure for delivery of the aforesaid boxcars by STI to Railroad, as agreed to among the parties, is as follows: Upon completion of each lot of boxcars, the boxcars will be inspected by an authorized inspector of the Railroad, and if the boxcars satisfy the appropriate specifications, the aforesaid inspector will issue and deliver to STI a Certificate of Acceptance of the boxcars; STI will invoice Railroad for the purchase price of the accepted boxcars; Railroad will <sup>promptly</sup> pay STI <sup>25% of the purchase price</sup> for said boxcars; STI will thereupon deliver the boxcars to Railroad; and at some subsequent date STI will deliver to Railroad a bill of sale or bills of sale conveying title of same to Railroad.

WHEREAS, Youngstown, as an inducement to it to sell the aforesaid car sets of doors to STI on an all credit basis and to accept the aforesaid promissory note of STI, is desirous of receiving payment for each car set of doors installed by STI on the aforesaid boxcars to be sold by STI to Railroad, prior to the delivery by STI to Railroad of the boxcars and bill of sale covering same; and

WHEREAS, Concordia Bank is willing to receive the aforesaid payments by Railroad to STI and to disburse directly to Youngstown a sum equal to Fifty-one Hundred (\$5100.00) Dollars per boxcar for which payment has been received by Concordia Bank from Railroad.

NOW, THEREFORE:

1. STI hereby covenants and agrees that, upon its receipt of a Certificate of Acceptance from an inspector of Railroad covering boxcars in which car sets of doors and related materials purchased by STI from Youngstown have been installed, but prior to delivery to Railroad of either said boxcars or of a bill of sale covering same, STI will promptly invoice Railroad for the

completed boxcars, will direct that payment for said boxcars be made by Railroad directly to Concordia Bank, and will notify and direct Concordia Bank to make disbursements to Youngstown in the manner hereinafter set forth.

2. Concordia Bank hereby covenants and agrees that upon receipt by it from Railroad of <sup>25% of the</sup> the purchase price for completed boxcars and upon receipt by it of notice from STI to disburse a portion of said purchase price as hereinafter set forth, it shall disburse to Youngstown the sum of <sup>25% of the</sup> Fifty-one Hundred (\$5100.00) Dollars per boxcar for which the purchase price has been received, which said sum Concordia Bank hereby agrees to forward directly to Youngstown, by cashier's check, in an expeditious manner by certified or registered mail, and Youngstown acknowledges that each said sum, when received by Youngstown, shall constitute a partial payment of the purchase price due Youngstown for the aforesaid car sets of doors and related materials and, ipso facto, a prepayment of the aforesaid \$380,000.00 promissory note issued by STI to Youngstown.

3. Concordia Bank further agrees that upon receipt by it from Railroad of <sup>25% of the</sup> the purchase price for completed boxcars, Concordia Bank will immediately notify Youngstown by telegram that it is forwarding to Youngstown, in the manner hereinabove set forth in paragraph 2, the sum of Fifty-one Hundred (\$5100.00) Dollars per boxcar for which it has received payment, and such telegram shall specify the number of boxcars for which payment has been received by Concordia Bank.

4. Upon receipt by Youngstown of the aforesaid payments from Concordia Bank, Youngstown will notify STI by telegram that STI may deliver the boxcars for which payment has been received, together with the bill of sale covering same, and STI, upon receipt of said telegram, may do so.

5. STI hereby agrees that it will faithfully and diligently perform all of its obligations as set forth in its agreement with Railroad, as aforesaid, and that any breach thereof

by STI shall constitute a default by STI under this Agreement and under the aforesaid chattel mortgage securing the \$380,000.00 promissory note issued by STI to the order of Youngstown.

6. The parties hereto hereby acknowledge and agree that any default or failure by STI or Concordia Bank in carrying out their respective obligations as set forth herein shall constitute a default by STI under the aforesaid chattel mortgage securing the \$380,000.00 promissory note issued by STI to the order of Youngstown.

7. It is further agreed that the validity, interpretation, performance and enforcement of this agreement shall be governed and construed by and under the laws of the State of Louisiana without regard to where this instrument may have been executed or delivered.

8. The mailing addresses of the respective parties hereto are as follows:

Youngstown	-	2000 Bond Court 1300 East 9th Street Cleveland, Ohio 44114 Attention: Mr. Berns Schiedler
STI	-	Suite 260 Union Station Building Kansas City, Missouri 64108 Attention: Mr. Pacey Wohlner
Concordia Bank	-	Post Office Box 752 Ferryday, Louisiana 71334 Attention: Mr. Darrell L. Cobb

THUS DONE AND SIGNED on the day and month and year aforesaid, before the undersigned competent witnesses.

WITNESSES:

THE YOUNGSTOWN STEEL DOOR COMPANY

Angela M. D'Ercole  
Pres. Sec. Youngstown

BY: B. Schiedler, Vice President

James D. Higgins  
J. James Amick

STI OF LOUISIANA, INC.

BY: F. J. Janner

John M. Taylor  
Pres. Concordia

CONCORDIA BANK & TRUST COMPANY

BY: H. E. Blaylock

STATE OF OHIO

COUNTY OF

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid County and State, personally came and appeared:

B. H. Scheidler, Vice President

to me known, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is a duly authorized representative of THE YOUNGSTOWN STEEL DOOR COMPANY, that as such duly authorized representative he signed and executed the foregoing instrument, as the free and voluntary act and deed of said THE YOUNGSTOWN STEEL DOOR COMPANY for and on behalf of said corporation for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and witnesses have hereunto affixed their signatures this 21st day of June, 1978.

WITNESSES:

THE YOUNGSTOWN STEEL DOOR COMPANY

Angela M. D'Ecole  
Pres. J. B. Bunnick

BY: B. H. Scheidler Vice President

Donald A. Rowe  
NOTARY PUBLIC

(SEAL)

DONALD A. ROWE, Attorney at Law  
NOTARY PUBLIC -- STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R. C.

STATE OF LOUISIANA  
PARISH OF CONCORDIA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, personally came and appeared:

*F. J. Garner*

to me known, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is a duly authorized representative of STI OF LOUISIANA, INC., that as such duly authorized representative he signed and executed the foregoing instrument, as the free and voluntary act and deed of said STI OF LOUISIANA, INC. for and on behalf of said corporation for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and witnesses have hereunto affixed their signatures this *21* day of June, 1978.

WITNESSES:

STI OF LOUISIANA, INC.

*Harvey D. Wagoner III*  
*J. Dennis Henderson*

BY:

*[Signature]*

*Lawrence L. Ladd*  
NOTARY PUBLIC

(SEAL)

STATE OF LOUISIANA  
PARISH OF CONCORDIA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, personally came and appeared:

*K. E. Blaylock*

to me known, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is a duly authorized representative of CONCORDIA BANK & TRUST COMPANY, that as such duly authorized representative he signed and executed the foregoing instrument, as the free and voluntary act and deed of said CONCORDIA BANK & TRUST COMPANY for and on behalf of said bank for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and witnesses have hereunto affixed their signatures this            day of June, 1978.

WITNESSES:

CONCORDIA BANK & TRUST COMPANY

*J. Dennis Anderson*  
*Wayne Watson*

BY: *K. E. Blaylock*

*Samuel L. Loh*  
NOTARY PUBLIC

(SEAL)